

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE USE OF FIRE STATION 39, LOCATED AT 4697 WIEUCA ROAD NW, ATLANTA, GEORGIA, FOR A PERIOD OF FIVE YEARS, AT A RATE OF \$1.00 PER YEAR, TO BE DEPOSITED TO FUND ACCOUNT AND CENTER NUMBER 1A01 (GENERAL FUND) 462201 (BUILDING RENTALS) B00001 (GENERAL- REVENUE CENTER); TO ENTER INTO AN AGREEMENT OF MUTUAL AID AND AUTOMATIC RESPONSE WITH THE CITY OF SANDY SPRINGS; TO TERMINATE THE LEASE AGREEMENT BETWEEN THE CITY OF ATLANTA AND FULTON COUNTY FOR FIRE STATION 39; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 05-R-0740 authorized the Mayor to enter into a lease agreement with Fulton County for the use of Atlanta Fire and Rescue Station 39, located at 4697 Wieuca Road N.E., Atlanta, Georgia; and

WHEREAS, Fire Station 39 serviced parts of unincorporated Fulton County and the City of Atlanta; and

WHEREAS, certain areas of Fulton County which are serviced by Fire Station 39 are now a part of the City of Sandy Springs; and

WHEREAS, the City of Atlanta and the City of Sandy Springs have determined that it is to the mutual advantage and benefit of each of the parties that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention, and emergency medical services to the other party in the event of a fire or other local emergency; and

WHEREAS, the lease agreement between the City and Fulton County is set to expire in March 2007; and

WHEREAS, the City desires to terminate the lease agreement with Fulton County, and enter into an Agreement of Mutual Aide and Automatic Response with the City of Sandy Springs, as well as a lease agreement with the City of Sandy Springs for the use of Fire Station 39.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is hereby authorized to terminate the lease agreement with Fulton County for the use of Fire Station 39 located at 4697 Wieuca Road, N.E., Atlanta, Georgia, effective December 2006.

BE IT FURTHER RESOLVED, that the Mayor is authorized to enter into an Agreement of Mutual Aide and Automatic Response with the City of Sandy Springs, as

well as a lease agreement with the City of Sandy Springs for Fire Station 39 for a period of five (5) years at a rate of \$1.00 per year.

BE IT FINALLY RESOLVED, that all revenue generated from the lease agreement with the City of Sandy Springs shall be deposited to Fund Account and Center number 1A01 (General Fund) 462201 (Building Rentals) B00001 (General-Revenue Center).

Agreement of Mutual Aid and Automatic Response

This agreement is made and entered into thisday of	by and	between
the City of Sandy Springs, a political subdivision of the state of Georgia, acting	by and	through its
duly elected city council, and the City of Atlanta, Georgia, organized and existi	ng und	er the laws
of the State of Georgia, acting by and through its duly elected city officials.		

WITNESSETH:

WHEREAS, the City of Sandy Springs, Georgia and the City of Atlanta, Georgia are contiguous; and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services, and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in the joint training exercises, and,

WHEREAS it is the desire of the signatories hereto to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration the parties hereunto agree as follows:

ARTICLE I- FIRST RESPONSE AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as "response district".

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the City of Sandy Springs and the City of Atlanta shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonable required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this agreement.

ARTICLE II -MUTUAL AID

Paragraph 2.0 The level of first response automatic aid and secondary mutual aid shall be extended to a level agreed upon by the City of Sandy Springs Fire Chief and the City of

Atlanta Fire Chief as described in Addendum B attached hereto and by this reference incorporated herein. The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency based on the available personnel and equipment and of local conditions at the time of the emergency.

- Paragraph 2.1 It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief or Commissioner/ Director of Public Safety of the furnishing jurisdiction if circumstances warrant.
- Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE III- SUPERVISION

- Paragraph 3.0 The furnishing jurisdiction shall not furnish a Battalion Chief or Assistant Chief unless the jurisdiction receiving the aid does not have a Battalion Chief or Assistant Chief available and a specific request for a Battalion Chief or Assistant Chief is made at time that the request for aid is made.
- Paragraph 3.1 If a Battalion Chief or Assistant Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving aid.
- Paragraph 3.2 Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.
- Paragraph 3.3 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.
- Paragraph 3.4 The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the emergency or payment upon receipt of invoice after the emergency.

ARTICLE IV-LIABILITY

- Paragraph 4.0 There should be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.
- Paragraph 4.1 Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.
- Paragraph 4.2 All repairs of damages to any equipment or apparatus shall be done by the owner jurisdiction.

ARTICLE V-COMPENSATION

- Paragraph 5.0 No party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement.
- Paragraph 5.1 The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.
- Paragraph 5.2 Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.
- Paragraph 5.3. Each party shall pay its own personnel without cost to the other party except as to the provision of fuels and other material for use of equipment at the scene of the emergency pursuant to Paragraph 3.4 above.

ARTICLE VI-RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgment, cost or demands for damage to that party's property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE VII-INJURIES TO PERSONNEL

Paragraph 7.0 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE VIII-INJURIES TO PERSONNEL

Paragraph 8.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE IX-TERM OF AGREEMENT

Paragraph 9.0 This agreement shall commence on the date of its entry on the Minutes of the

of the City Council in open meeting and spread on the Minutes of the governing body of Atlanta, Georgia and shall continue until December 31. This agreement shall automatically be renewed by the parties on January 1st, and each year thereafter on January 1st unless and until such time as written notices of termination or modification is received by either party within ninety (90) days of the expiration

of the term of this agreement on December 31st.

Paragraph 9.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE X-DISPATCHING OF ALARM

Paragraph 10.0 The dispatcher of the party having control will dispatch the departments' pre-assigned apparatus first.

Paragraph 10.1 The dispatcher will then contact the Chief-in-charge or his/her designee for the Fire Department providing automatic aid and inform them to dispatch the agreed upon AUTOMATIC AID apparatus to the alarm.

Paragraph 10.2 When dispatching apparatus to a location involving AUTOMATIC AID, each party's dispatcher will announce that AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE XI-FIRE SCENE COMMUNICATIONS

Paragraph 11.0 The officer in charge of the jurisdiction having control shall provide specific instructions to the AUTOMATIC AID officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1 Whenever possible, the officer in charge of the emergency should provide the AUTOMATIC AID officer with a portable radio for use during the emergency.

Paragraph 11.2 Upon arriving on the scene, the AUTOMATIC AID officer shall keep his department informed of his status. If it appears the automatic aid equipment will be needed on the scene for an extended period of time, the AUTOMATIC AID officer should so advise his dispatcher. This will allow the department providing automatic aid to better prepare for covering this company's territory while it is committed to the AUTOMATIC AID assignment.

ARTICLE XII-MOVE UP OF EQUIPMENT

Paragraph 12.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of their department.

ARTICLE XIII-ADMINISTRATION

Paragraph 13.0 It is agreed by each of the parties that for the purpose of liaison and administration, the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief shall be jointly responsible.

ARTICLE XIV-ENTIRE AGREEMENT

Paragraph 14.0 This agreement shall constitute the entire agreement between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Sandy Springs, acting by and through its Mayor and City Council, and the City of Atlanta, acting by and through its Mayor and City Council.

Paragraph 14.1 This agreement shall be the sole instrument for the provision of an emergency fire service between parties hereto.

ARTICLE XV-TERMINATION

Paragraph 15.0 Either party to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this agreement shall be terminated.

ARTICLE XVI-SEVERABILITY OF TERMS

Paragraph 16.0. In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII-GOVERNING LAW

Paragraph 17.0. This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

(Remainder of page intentionally left blank)

SANDY SPRINGS, GEORGIA	ATLANTA, GEORGIA		
Mayor, City of Sandy Springs	Mayor, City of Atlanta		
Fire Chief, City of Sandy Springs	Fire Chief, City of Atlanta Fire		
Attest:	Attest:		
Clerk, City of Sandy Springs	Clerk, City of Atlanta		
APPROVED AS TO FORM:			
Attorney, City of Sandy Springs	Attorney, City of Atlanta		

LEASE AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE CITY OF SANDY SPRINGS, GEORGIA FOR THE USE OF ATLANTA FIRE STATION 39

This lease shall create the relationship of Landlord and Tenant between the parties hereto. The City shall be Landlord and Sandy Springs shall be Tenant. No estate shall pass out of the City. Sandy Springs only has a usufruct, not subject to levy and sale, and not assignable by Sandy Springs, except by written consent of the City.

WITNESSETH:

WHEREAS, the City of Atlanta and the City of Sandy Springs are contiguous; and

WHEREAS, the City of Atlanta and the City of Sandy Springs each maintain and staff a fire department for the purposes of providing fire suppression, protection, prevention and emergency medical services; and

WHEREAS, the City of Atlanta and the City of Sandy Springs have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention, and emergency medical services to the other party in the event of a fire or other local emergency; and

WHEREAS the City of Atlanta and County of Fulton, Georgia, entered into the Agreement of Mutual Aid and Automatic Response on April 6, 1994 (the "Fulton County Mutual Aid Agreement") as well as the lease agreement for Atlanta Fire rescues Station 39 (hereinafter referred to as "Fire Station 39") on May 2, 2005 (the "Fulton County Lease"); and

WHEREAS the City of Atlanta, with the consent of Fulton County, intends to cancel the Fulton County lease effective on a date between December 15, 2006 and December 25, 2006, and to enter into a new lease with Sandy Springs with an effective date between December 15, 2006 and December 25, 2006, the specific dates to be agreed upon by the City, Sandy Springs and Fulton County; and

WHEREAS, the City of Atlanta and Sandy Springs intend to enter into an agreement for mutual aid and first response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1 concurrently with this lease agreement attached as Exhibit B and by reference hereby incorporated herein.

NOW THERFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE I – USE OF FACILITIES

- Paragraph 1.0. Sandy Springs agrees to provide fire protection services for City within no less than a two (2) mile radius of Fire Station 39.
- Paragraph 1.1. City agrees that Sandy Springs has sole and exclusive possession of Fire Station 39 through its lease and shall continue such possession until termination hereunder.
- Paragraph 1.2. City acknowledges that the lease spaces shall be used primarily to provide fire protection services to Sandy Springs in areas designated and described in <u>Exhibit C</u> attached and by this reference incorporated herein.
- Paragraph 1.3. City agrees to provide the use of Fire Station 39, located at 4697 Wieuca Road NE, to Sandy Springs primarily to house fire apparatus and personnel of the Sandy Springs Fire Department. Notwithstanding anything to the contrary herein, City reserves the right to store additional fire apparatus within the basement of Fire Station 39 for use by the Atlanta Fire Rescue Department (hereinafter referred to as "AFRD"), and reserves the right to use the conference room facilities located in said basement.
- Paragraph 1.4. At all times possible herein, the City shall retain title to Fire Station 39, the property and the facilities.
- Paragraph 1.5. The City agrees that upon commencement of the Lease, Fire Station 39 shall be identified to the public and to all City and Sandy Springs Personnel as the "Atlanta-Sandy Springs Fire Station #4."
 - Paragraph 1.6. The City agrees to be responsible for providing the following:
 - 1. A base station communications radio transceiver, mobile unit, and portable radio for the purposes of communications with the Atlanta Fire Communication Center;
 - 2. The refrigerator presently on the premises; and

3. An approved underground or aboveground storage tank for storage of petroleum fuels for fire apparatus and an approved pump device to deliver the fuel from the tank to the fire apparatus fuel tank, at the time of occupancy.

Paragraph 1.7. Sandy Springs agrees to be responsible for providing the following:

- 1. Maintenance, inspection and upkeep of the underground storage tank;
- 2. Any fuels to be used in fire apparatus used by Sandy Springs in the underground storage tank;
- 3. Maintenance of the structural integrity of the building and normal preventive practices to maintain the station in a safe and reasonable manner, inclusive of the auxiliary power unit;
- 4. Normal cleaning and general daily maintenance of the fire station, both internal and external;
- 5. Small equipment to maintain the fire station, including but not limited to a lawn mower, cleaning supplies and paper supplies;
- 6. Furnishings for personnel assigned to the fire station;
- 7. Any capital improvements that will enhance living and working conditions;
- 8. Repairs caused by negligence of Sandy Springs employees;
- 9. Prompt notification to the Atlanta Fire Rescue Department Real Property Chief of any items needing attention for which the City is responsible pursuant to the terms and conditions of the Lease herein; and
- 10. All natural gas, electrical, water, and telephone services as required for the operation of the station.

Paragraph 1.8. Sandy Springs agrees that no modifications, improvements, alterations or additions may be made to said premises without the prior written consent of the City. Any additions caused by Sandy Springs shall become the property of the City upon the termination of this Lease.

Paragraph 1.9. Sandy Springs indemnifies and holds the City harmless from and against any and all loss, cost, liability, damage and expense Sandy Springs may suffer or

incur, including, without limitation, attorneys fees and courts costs, arising from or related to the Sandy Spring's renovation, use and occupancy of the premises.

ARTICLE II – COMPENSATION

Paragraph 2.0. Sandy Springs agrees that upon commencement of the Lease, it shall provide to the City rent payments of ONE DOLLAR (\$1.00) per year for each year of the Lease.

ARTICLE III – AUTOMATIC RESPONSE

Said Lease shall cover:

Paragraph 3.0. Sandy Springs shall provide at least one approved Class A fire pumper with a pumping capacity of not less than 1500 gallons per minute and staffed with not less than four (4) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-1 level to respond to an automatic response area as determined by the AFRD.

ARTICLE IV – NOTIFICATION & COMMUNICATIONS

Paragraph 4.0. Sandy Springs agrees that when the Atlanta Fire Rescue Communications Center receives a call in the Fire Station 39 area, the City will dispatch the alarm to Fire Station 39 by telephone and/or radio.

Paragraph 4.1. City agrees that the alarm information will be relayed to Sandy Springs Communication Center, or government acting as the Sandy Springs Communications Center, by telephone.

Paragraph 4.2. Sandy Springs agrees that once the Fire Station 39 unit is responding, the unit shall acknowledge it is responding on the Atlanta Fire radio assigned to is unit. All communications should remain with the Atlanta 911 Communications Center pursuant to AFD.SOP – 92.6, included herewith as Exhibit D, until the incident is terminated and the fire unit has returned to the fire station.

Paragraph 4.3. Sandy Springs agrees that when the Fire Station 39 unit is responding to an alarm in Sandy Springs, or is otherwise out of service, it shall notify Atlanta 911 Communications so that Atlanta can make adequate provisions to provide continued protection to the City area.

Paragraph 4.4. City agrees to provide Atlanta Fire Rescue Communications personnel to conduct training in the use of the City's communication equipment and procedures to Sandy Spring's personnel assigned to Fire Station 39.

Paragraph 4.5. Sandy Springs agrees that upon receiving a verbal alarm at Fire Station 39, personnel on duty shall notify Atlanta Fire Rescue Communications Center of the situation and any intended action.

Paragraph 4.6. Both City and Sandy Springs agree that should either communications system fail, the other party will be notified.

ARTICLE V – TERMINATION

Paragraph 5.0. The term of this Lease shall commence upon approval of the governing bodies of Sandy Springs and the City of Atlanta, and shall continue for an initial term not to exceed two (2) years, to be renewed only by approval of said governing bodies.

Paragraph 5.1. In the event that either party wishes to terminate the Lease, they may do so by providing the other party with not less than ninety (90) days prior written notice.

Paragraph 5.2. In the event that Fire Station 39 is totally destroyed by storm, fire, lightening, earthquake, or other casualty, the Lease shall terminate as of the date of destruction.

ARTICLE VI - NOTIFICATION & COMMUNICATIONS

Paragraph 6.0. Any notice hereunder shall be sufficient if sent by registered or certified U.S. Mail, addressed to:

Sandy Springs:

Chief Jack McElfish, Fire Chief City of Sandy Springs Fire Department 7840 Roswell Road, Suite 550 Sandy Springs, Georgia 30346

City of Atlanta:

Chief D. L. Rubin, Fire Chief City of Atlanta Fire Rescue Department 675 Ponce de Leon Avenue, NE, Suite 2001 Atlanta, Georgia 30308-1807

ARTICLE VII - VARIATIONS OR MODIFICATIONS TO LEASE

Paragraph 7.0. The lease agreement and $\underline{\text{Exhibits A}}$, $\underline{\text{B}}$, $\underline{\text{C}}$ and $\underline{\text{D}}$ incorporated herein constitute the entire agreement between the City and Sandy Springs and there are no further written or oral arguments with respect thereto. No variation or modification of the agreement, and no waiver of this provision, shall be valid unless in writing and signed by parties hereto.

ARTICLE VIII - GOVERNING LAW

Paragraph 8.0. This lease agreement shall be governed in all respects, as to validity, construction, and capacity, performance, or otherwise, by the laws of the State of Georgia.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

	THE CITY OF ATLANTA, a political subdivision of the State of Georgia
	Mayor, City of Atlanta
	Chief, Atlanta Fire Department
	Chief Financial Officer
	Chief Operating Officer
ATTEST:	
Clerk, City of Atlanta	
APPROVED AS TO FORM:	
City Attorney	

THE CITY OF SANDY SPRINGS, a political subdivision of the State of Georgia

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON			
Legislative Counsel (Signature):_Simone D. Brathwaite	DOB all now			
Contact Number:x 6310				
Originating Department: _Department of Fire and Reso	eue			
Committee(s) of Purview:Public Safety and Legal Administration				
Council Deadline:August 28, 2006				
Committee Meeting Date(s):September 12-13, 2006_ September 18, 2006	Full Council Date:			
Commissioner Signature Dennie L. Rubin	Daving			
CAPTION A RESOLUTION AUTHORIZING THE MAYOR TO AGREEMENT WITH THE CITY OF SANDY SPRING STATION 39, LOCATED AT 4697 WIEUCA ROAD 19 FOR A PERIOD OF FIVE YEARS, AT A RATE OF DEPOSITED TO FUND ACCOUNT AND CENTER 19 FUND) 462201 (BUILDING RENTALS) B000001 (GENER TO ENTER INTO AN AGREEMENT OF MUTUAL RESPONSE WITH THE CITY OF SANDY SPRINGS; TO AGREEMENT BETWEEN THE CITY OF ATLANTA AS FIRE STATION 39; AND FOR OTHER PURPOSES.	GS FOR THE USE OF FIRE NW, ATLANTA, GEORGIA, \$1.00 PER YEAR, TO BE NUMBER 1A01 (GENERAL RAL- REVENUE CENTER); LAID AND AUTOMATIC OTERMINATE THE LEASE			
FINANCIAL IMPACT: \$1.00 per year				
Mayor's Staff Only				
8 10 11 00	wed by: (date)			
Submitted to Council: (date)				